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ORIGINAL  
17511

SCOTT ELLIOTT

TELEPHONE (803) 771-0555  
FACSIMILE (803) 771-8010

August 10, 2005

VIA HAND DELIVERY

Charles L. A. Terreni, Esquire  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
101 Executive Center Drive  
Columbia, SC 29210

RE: Application of Sprint Long Distance, Inc. for a Certificate of Public Convenience and Necessity to Provide Intrastate Resold Telecommunications Services, for Alternative Regulation, and for Waiver of Certain Commission Rules

Dear Mr. Terreni:

Enclosed please find for filing an original and fifteen (15) copies of the Application of Sprint Long Distance, Inc. for a Certificate of Public Convenience and Necessity to Provide Intrastate Resold Telecommunications Services, for Alternative Regulation, and for Waiver of Certain Commission Rules. By carbon copy I am serving the Office of Regulatory Staff.

I have enclosed an extra copy of this application which I would ask you to date stamp and return to me through my courier. If you have any questions or if I may provide you with any additional information, please do not hesitate to contact me. Thank you.

Sincerely,

Elliott & Elliott, P.A.



Scott Elliott

SE/jcl

Enclosures

c: William R. Atkinson, Esquire

[illegible]

Docket No. 2005-238-C

1. The legal name and principal address of the Applicant are:

2. Correspondence or communications regarding this application should be addressed to:

Scott Elliott  
Elliott & Elliott, P.A.  
Attorneys at Law  
721 Olive Street  
Columbia, SC 29205  
(803) 771-0555  
[selliott@elliottlaw.us](mailto:selliott@elliottlaw.us)

-and-

William R. Atkinson  
Sprint  
3065 Cumberland Circle  
Mailstop GAATLD0602  
Atlanta, GA 30339  
Phone: 404-649-4882  
Fax: 404-649-1652  
[Bill.atkinson@mail.sprint.com](mailto:Bill.atkinson@mail.sprint.com)

3. Sprint Long Distance, Inc. was incorporated on February 23, 2005 under the laws of the State of Delaware. A copy of the Company's Articles of Incorporation are provided in **Exhibit A** to this Application.
4. Applicant obtained a Certificate of Authority to transact business as a foreign corporation in the State of South Carolina on March 8, 2005. A copy of this certificate is provided in **Exhibit B**.
5. Sprint Long Distance, Inc. proposes to serve the entire State of South Carolina.
6. Applicant will be a reseller of residential voice long distance telecommunications and business voice and data long distance telecommunications services between locations throughout South Carolina. Applicant's services will be available to end-users twenty-four hours a day, seven

days a week, and those services are described in detail in Applicant's proposed tariff, attached hereto as **Exhibit C**.

7. Sprint Long Distance, Inc. has sufficient financial, managerial, and technical abilities to provide the services covered in this Application as evidenced by the following:
  - A. Financial: As a subsidiary of Sprint Corporation, Sprint Long Distance, Inc. has access to capital resources as well as banking relationships that will permit it to provide the services requested in this application. A copy of Sprint Corporation's 2004 Form 10-K, which includes an income statement and balance sheet, is attached hereto as **Exhibit D**.
  - B. Managerial: Sprint Long Distance, Inc. has the managerial ability to render interexchange services. **Exhibit E** provides a brief biography of Sprint Long Distance, Inc.'s leadership.
  - C. Technical: Sprint Long Distance, Inc. will be a reseller of Sprint Communications Company L.P. Calls will be routed on Sprint Communications Company L.P.'s network. Sprint Communications Company L.P. is certificated by the Commission as a facilities-based interexchange carrier.
8. The Applicant is familiar with and will adhere to the Commission's rules, policies, and orders regarding the provision of telecommunication service. The individual responsible for South Carolina operations is:

C. Steve Parrott  
Sprint  
14111 Capital Blvd.  
Wake Forest, NC 27587

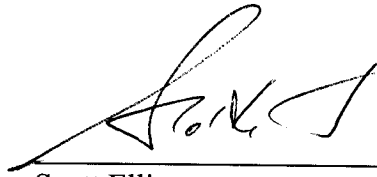
9. Approval of Sprint Long Distance, Inc.'s Application will serve the public interest by making discounted service available to customers whose traffic volume would not otherwise justify equivalent discounts. Approval of this application will also benefit consumers in South Carolina by creating greater competition in the interexchange marketplace, and by providing users with additional choices for billing and terminating their long distance calls.
10. Applicant is also in the process of seeking authority to offer resold interexchange telecommunications services in the States of Florida, Indiana, Kansas, Minnesota, Missouri, Nebraska, Nevada, New Jersey, North Carolina, Ohio, Oregon, Pennsylvania, Tennessee, Texas, Virginia, Washington, and Wyoming.
11. In Docket No. 95-661-C, the Commission granted a Petition for Alternative Regulation filed by AT&T Communications of the Southern States ("AT&T"), finding that there was sufficient competition for interexchange telecommunications services in South Carolina to justify a relaxed form of regulation for AT&T. Sprint Long Distance, Inc. respectfully submits that it should be subject to no greater regulatory constraints than those imposed by the Commission on AT&T, a potential competitor of the Applicant. Accordingly, Applicant requests that its applicable business offerings be regulated under the relaxed form of regulation authorized by the Commission for AT&T in the above-referenced docket.
12. In accordance with 26 S.C. Code Regs.103-603, Applicant also requests that the Commission grant a waiver of any Commission rule that would require it to maintain its books under the Uniform System of Accounts. Because Sprint Long Distance, Inc. currently maintains its books and records in accordance with Generally Accepted

Accounting Principles, it would constitute a burden for Applicant to keep two sets of records.

13. Sprint Long Distance, Inc. also requests a waiver of 26 S.C. Code Regs. 103-610 (“Location of Records and Reports”) in order that the Applicant may be allowed to maintain its books and records at its operational headquarters located in Overland Park, Kansas.
14. Sprint Long Distance, Inc. will be subject to all applicable Commission regulations, including tariffing and pricing regulations, as well as the Commission’s complaint procedures.

WHEREFORE, Sprint Long Distance, Inc., requests that the South Carolina Public Service Commission issue a Certificate of Public Convenience and Necessity authorizing it to provide resold intrastate telecommunications interexchange services to the public as proposed herein. Applicant also requests that the Commission regulate its business service offerings in accordance with the procedures for relaxed regulation established in Order Nos. 95-1734 and 96-55 in Docket No. 95-661-C. Applicant also requests that it be granted a waiver from the application of certain Commission regulations, as identified above. Finally, Sprint Long Distance, Inc. requests that the Commission grant such other and further relief as the Commission deems just and proper.

Respectfully submitted this 10th day of August, 2005.



---

Scott Elliott  
Elliott & Elliott, P.A.  
Attorneys at Law  
721 Olive Street  
Columbia, SC 29205  
(803) 771-0555  
[selliott@elliottlaw.us](mailto:selliott@elliottlaw.us)

-and-

William R. Atkinson  
Sprint  
3065 Cumberland Circle  
Mailstop GAATLD0602  
Atlanta, GA 30339  
Phone: 404-649-4882  
Fax: 404-649-1652  
[Bill.atkinson@mail.sprint.com](mailto:Bill.atkinson@mail.sprint.com)

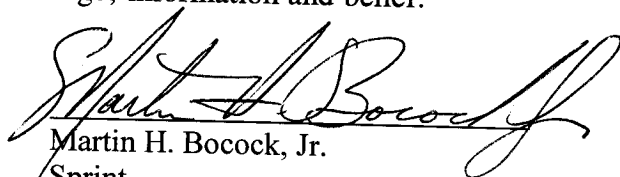
Attorneys for Sprint Long Distance, Inc.

**AFFIDAVIT**

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

Martin H. Bocock, Jr. being duly sworn, states that he files this verification as Director, External Affairs – South Carolina for Sprint Corporation and that in such capacity he is qualified and authorized to verify the attached Application and Exhibits; that he has carefully examined all the statements and matters contained in the attached Application and Exhibits, and that all such statements made and matters set forth herein are true and correct to the best of his knowledge, information and belief.



Martin H. Bocock, Jr.

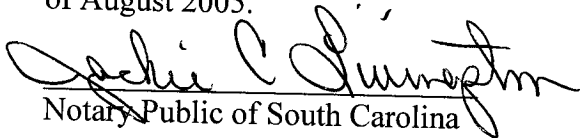
Sprint

1122 Lady Street, Suite 1050

Columbia, SC 29201-3242

(803) 252-4505

Sworn to before me this 10<sup>th</sup> day  
of August 2005.

  
Notary Public of South Carolina

My commission expires May 22, 2005.



**CERTIFICATE OF SERVICE**

The undersigned employee of Elliott & Elliott, P.A. does hereby certify that she has served below listed parties with a copy of the pleading(s) indicated below by mailing a copy of same to them in the United States mail, by regular mail, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

RE: Application of Sprint Long Distance, Inc. for a Certificate of Public Convenience and Necessity to Provide Intrastate Resold Telecommunications Services, for Alternative Regulation, and for Waiver of Certain Commission Rules

DOCKET NO.:

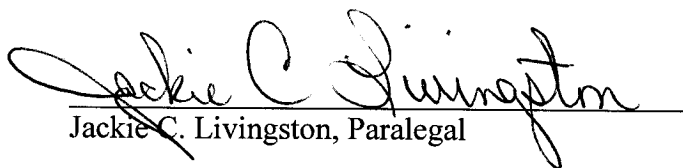
PARTIES SERVED:

Florence P. Belser, Esquire  
General Counsel  
ORS  
P. O. Box 11263  
Columbia, SC 29211

SC PUBLIC SERVICE  
COMMISSION  
2005 AUG 11 PM 4:23  
RECEIVED

PLEADING: APPLICATION

August 10, 2005

  
Jackie C. Livingston, Paralegal

**BEFORE THE**  
**SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

In the Matter of the Application of  
Sprint Long Distance, Inc.  
for a Certificate of Public Convenience  
and Necessity to Provide Intrastate Resold  
Telecommunications Services, for  
Alternative Regulation, and for Waiver of  
Certain Commission Rules

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SO. CAROLINA  
PUBLIC SERVICE COMMISSION  
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**EXHIBIT A**

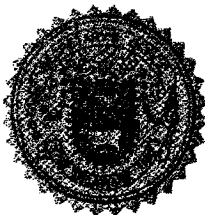
# Delaware

PAGE 1

*The First State*

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF INCORPORATION OF "SPRINT LONG DISTANCE, INC.", FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF FEBRUARY, A.D. 2005, AT 11:28 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



3929943 8100

050147928

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 3700941

DATE: 02-23-05

State of Delaware  
Secretary of State  
Division of Corporations  
Delivered 11:40 AM 02/23/2005  
FILED 11:28 AM 02/23/2005  
SRV 050147928 - 3929943 FILE

**CERTIFICATE OF INCORPORATION**

**OF**

**SPRINT LONG DISTANCE, INC.**

**FIRST**

**Name**

The name of the corporation is Sprint Long Distance, Inc. (the "Corporation").

**SECOND**

**Registered Office**

The registered office of the Corporation in the State of Delaware is located at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808, New Castle County. The name of its resident agent at such address is Corporation Service Company.

**THIRD**

**Nature of Business**

The nature of the business or purposes to be conducted by the Corporation is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

**FOURTH**

**Stock**

The total number of shares of stock which the Corporation shall have authority to issue is one thousand (1,000) shares of common stock, each of such shares of common stock to have a par value of \$1.00 per share, and may be issued by the Corporation from time to time for such consideration as is fixed from time to time by the Board of Directors.

Each stockholder of the Corporation shall be entitled to one vote for each share of stock held of record on the books of the Corporation.

#### **FIFTH Incorporator**

The name and mailing address of the incorporator is as follows:

<b>Name</b>	<b>Mailing Address</b>
Charles R. Wunsch	6200 Sprint Parkway Overland Park, Kansas 66251

#### **SIXTH Existence**

The Corporation shall have perpetual existence.

#### **SEVENTH Bylaws**

The Board of Directors is authorized to make, alter or repeal the Bylaws of the Corporation. Election of directors need not be by written ballot.

#### **EIGHTH Limitation of Liability**

No director of the Corporation shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty by such director as a director, except that this ARTICLE EIGHTH shall not eliminate or limit the liability of a director to the extent provided by applicable law (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of Delaware and amendments thereto or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this ARTICLE EIGHTH shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

## **NINTH Insolvency**

Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them or between this Corporation and its stockholders or any class of them, any court of competent jurisdiction within the State of Delaware, on the application in a summary way of this Corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this Corporation under the provisions of Section 291 of Title 8 of the Delaware Code and amendments thereto, or on the application of trustees in dissolution or of any receiver or receivers appointed for this Corporation under the provisions of Section 279 of Title 8 of the Delaware Code and amendments thereto, may order a meeting of the creditors or class of creditors, or of the stockholders or class of stockholders of this Corporation, as the case may be, to be summoned in such manner as the court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, or of the stockholders or class of stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as a consequence of such compromise or arrangement, the said compromise or arrangement and the reorganization shall, if sanctioned by the court to which the application has been made, be binding on all the creditors or class of creditors, and on all the stockholders or class of stockholders of this Corporation, as the case may be, and also on this Corporation.

## **TENTH Indemnification**

The Corporation shall indemnify its officers, directors, employees and agents to the fullest extent permitted by the General Corporation Law of Delaware.

## **ELEVENTH Amendment**

The Corporation reserves the right to amend, alter or repeal any provision contained in these Articles of Incorporation in the manner now or hereafter prescribed by statute, and all rights of stockholders herein are subject to this reservation.

THE UNDERSIGNED, being the incorporator above named, for the purposes of forming a corporation pursuant to the General Corporation Law of Delaware, has signed this instrument on the 22<sup>nd</sup> day of February, 2005, and does thereby acknowledge that it is his act and deed and that the facts stated therein are true.

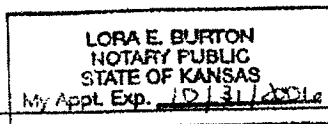
Charles R. Wunsch  
Charles R. Wunsch

STATE OF KANSAS           )  
  ) ss:  
COUNTY OF JOHNSON    )

Be it remembered that on this 22<sup>nd</sup> day of February, 2005, personally came before me Charles R. Wunsch, party to the foregoing certificate of incorporation, known to me personally to be such, and acknowledged the said certificate to be his act and deed and that the facts stated therein are true; and that the signature of Charles R. Wunsch is his own proper handwriting. Given under my hand and seal of office the day and year aforesaid.

Lora E. Burton  
Notary Public

My Commission Expires:



**BEFORE THE**  
**SOUTH CAROLINA PUBLIC SERVICE COMMISSION**

In the Matter of the Application of  
Sprint Long Distance, Inc.  
for a Certificate of Public Convenience  
and Necessity to Provide Intrastate Resold  
Telecommunications Services, for  
Alternative Regulation, and for Waiver of  
Certain Commission Rules

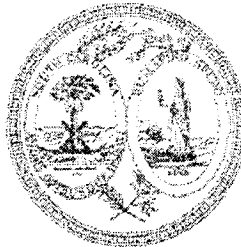
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2005 JUN 16 PM 4:39  
SC PUBLIC SERVICE  
COMMISSION

**EXHIBIT B**



# *The State of South Carolina*



*Office of Secretary of State Mark Hammond*

## **Certificate of Authorization**

**I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:**

SPRINT LONG DISTANCE, INC.,  
a corporation duly organized under the laws of the state of **DELAWARE** and issued a certificate of authority to transact business in South Carolina on **March 8th, 2005**, has on the date hereof filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the Corporation that its authority to transact business in South Carolina is subject to being revoked pursuant to Section 33-15-310 of the 1976 South Carolina Code, and no application for surrender of authority to do business in South Carolina has been filed in this office as of the date hereof.

Given under my Hand and the Great  
Seal of the State of South Carolina this  
8th day of March, 2005.

A handwritten signature in cursive script that reads "Mark Hammond".  
Mark Hammond, Secretary of State

In the Matter of the Application of  
Sprint Long Distance, Inc.  
for a Certificate of Public Convenience  
and Necessity to Provide Intrastate Resold  
Telecommunications Services, for  
Alternative Regulation, and for Waiver of  
Certain Commission Rules

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# EXHIBIT C

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**SPRINT LONG DISTANCE, INC.**

of

**OVERLAND PARK, KANSAS**

Rates and Regulations for furnishing of Services within South Carolina

South Carolina Tariff P.S.C. No 1

This Tariff contains the regulations and rates applicable for the furnishing of intrastate telecommunications services provided by Sprint Long Distance, Inc. within the State of South Carolina. This Tariff is on file with the South Carolina Public Service Commission, Columbia, South Carolina.

---

**ISSUED:**  
**08-10-05**

**State Tariffs  
6450 Sprint Parkway  
Overland Park, Kansas 66251**

**EFFECTIVE:**  
**10-01-05**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**6450 Sprint Parkway**  
**Overland Park, Kansas 66251**

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**10-01-05**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

---

**EXPLANATION OF SYMBOLS**

When changes are made on any Tariff page, a revised page will be issued canceling the Tariff page affected; such changes will be identified through the use of the following symbols:

- (C) - To signify a **"Change"** in existing rate and/or regulation.
- (D) - To signify the **"Deletion/Discontinuance"** of rates, regulations, and/or text.
- (I) - To signify a rate **"Increase."**
- (M) - To signify matter **"Moved/Relocated"** within the Tariff with no change to the material.
- (N) - To signify **"New"** text, regulation, service, and/or rates.
- (R) - To signify a rate **"Reduction."**
- (T) - To signify a **"Text Change"** in Tariff, but no change in rate or regulation.
- (Z) - To signify a correction.

The above symbols will apply except where additional symbols are identified at the bottom of an individual page.

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**ISSUED:**  
**08-10-05**

**State Tariffs**  
**6450 Sprint Parkway**  
**Overland Park, Kansas 66251**

**EFFECTIVE:**  
**10-01-05**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**Trademarks and Service Marks Used in this Tariff**

Below is a list of trademarks and/or service marks for services which are offered in this Tariff. These trademarks and/or service marks are owned by Sprint Communications Company, L.P. and are used by Sprint Long Distance, Inc. with express permission through licensing agreements with Sprint Communications Company, L.P. These designations will not be listed hereafter in the Tariff. However, the laws regarding trademarks and service marks will still apply. Trademarks and service marks that are owned by Sprint Communications Company, L.P. cannot be used by another party without authorization.

Business Sense<sup>SM</sup>  
Sprint 7¢ AnyTime<sup>SM</sup>  
Sprint Block of Time for Small Business<sup>SM</sup>  
Sprint Business Simple Rate<sup>SM</sup>  
Sprint Personal Solutions<sup>SM</sup>  
Sprint Simple 7<sup>SM</sup>  
Sprint Business AnyTime<sup>SM</sup>  
Sprint Small Business Unlimited Solutions<sup>SM</sup>  
Sprint Solutions<sup>SM</sup>

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**ISSUED:**  
**08-10-05**

**State Tariffs**  
**6450 Sprint Parkway**  
**Overland Park, Kansas 66251**

**EFFECTIVE:**  
**10-01-05**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

---

1. APPLICATION OF TARIFF

This Tariff applies to intrastate telecommunications services furnished by Sprint Long Distance, Inc. ("Company") between and among points within the State of South Carolina in accordance with the conditions which are set forth herein.

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**ISSUED:**  
**08-10-05**

**State Tariffs**  
**6450 Sprint Parkway**  
**Overland Park, Kansas 66251**

**EFFECTIVE:**  
**10-01-05**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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2. TERRITORY

Intrastate telecommunications services are available for origination and termination where technologically and/or economically feasible within the State of South Carolina. Origination of switched access products is not available in those exchanges which have not been converted to equal access.

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**ISSUED:**  
**08-10-05**

**State Tariffs  
6450 Sprint Parkway  
Overland Park, Kansas 66251**

**EFFECTIVE:**  
**10-01-05**



### INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF

---

#### 3. DEFINITIONS

Certain terms used generally throughout this Tariff for services furnished by the Company are defined below.

##### Authorized User

The term "Authorized User" denotes a person, firm or corporation who is authorized by the Subscriber to be connected to the service of the Subscriber.

##### Carrier

Any provider of intrastate interexchange telecommunications services.

##### Casual Caller

The term "Casual Caller" denotes any person who uses the Company's Casual Caller Service from an equal access end office who does not have a current account with the Company, to include:

- A. Any person who has not established an account with the Company who places calls over the Company's network from an equal access area.
- B. Any person located in an equal access area who voluntarily terminated their Sprint Long Distance, Inc. account as set forth in Section 4 but continues to make calls over the Company's network.
- C. Any person located in an equal access area who has had their account terminated in accordance with the terms and conditions as set forth in Section 4 but continues to make calls on the Company's network.
- D. New or allocated Customers whose accounts are not yet established in the Company's billing system.

The terms, conditions and Casual Caller rates as specified in Section 7.1 of this Tariff apply to all calls made by Casual Callers. By placing a call on the Company's network, a Casual Caller accepts and agrees to the Casual Caller terms and conditions and rates. The Company will continue to file Tariffs with the South Carolina Public Service Commission that apply to Casual Callers who use dial-around 1+ Services.

##### Company

The term "Company" refers to Sprint Long Distance, Inc.

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**ISSUED:**  
08-10-05

**State Tariffs**  
**6450 Sprint Parkway**  
**Overland Park, Kansas 66251**

**EFFECTIVE:**  
10-01-05

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

---

**3. DEFINITIONS (Continued)****Customer (a.k.a. Subscriber)**

The term "Customer" or "Subscriber" denotes the person, firm, company, corporation, or other entity, including Casual Callers, having a communications requirement of its own which uses services under this Tariff and is responsible for the payment of charges as well as compliance with the Company's regulations pursuant to this Tariff.

**Exchange Area**

The term "Exchange Area" denotes a geographically defined area wherein the telephone industry through the use of maps or legal descriptions sets down specified areas where individual telephone exchange companies hold themselves out to provide communications services.

**Local Access Transport Area (LATA)**

Geographical area designated by the Federal Communication Commission for the provision and administration of telephone service to individual Customers.

**Message Telecommunications Service (MTS)**

The term "Message Telecommunications Service" is a generic name for switched long-distance (Dial-1) service.

**NPA**

Numbering Plan Area (NPA) is a geographic boundary (area code) within which no two telephones have the same seven-digit number. The area code is represented by the first three digits of a ten-digit telephone number.

**NXX**

The second three digits of a ten-digit telephone number, representing the central office or exchange from which a call originates.

**Premises**

The term "Premises" denotes a building or buildings on contiguous property (except railroad rights-of-way, etc.).

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**ISSUED:**  
**08-10-05**

**State Tariffs**  
**6450 Sprint Parkway**  
**Overland Park, Kansas 66251**

**EFFECTIVE:**  
**10-01-05**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

---

3. DEFINITIONS (Continued)

Primary Interexchange Carrier

The long distance service provider to which a Subscriber is presubscribed for 1+ long distance service. The chosen carrier's network is accessed by dialing 1+ the area code and telephone number.

Rate Center

The term "Rate Center" denotes a geographically specified point used to determine mileage dependent rates.

Regular Billing

The term "Regular Billing" denotes a standard billing invoice sent in the normal billing cycle. This billing consists of one (1) invoice for each account assigned to the Subscriber together with explanatory detail showing the derivation of the charges.

Sprint LTD

The term used to describe the Sprint Local Telephone Division Incumbent Local Exchange Carrier (LEC) operating in the State of South Carolina, United Telephone Company of the Carolinas.

Subscriber

See "Customer".

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**ISSUED:**  
**08-10-05**

**State Tariffs**  
**6450 Sprint Parkway**  
**Overland Park, Kansas 66251**

**EFFECTIVE:**  
**10-01-05**

**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

---

**4. TERMS AND CONDITIONS**

**4.1 Undertaking of the Company**

**4.1.1 General**

- A. The facilities of the Company will be available as soon as practicable upon receipt of an order for service between those points in different LATAs as specified. Interconnection of the Company's facilities with the facilities of other duly authorized and regulated communications common carriers, and with International Record Carriers ("IRCs"), will be permitted.
- B. The obligation of the Company to provide service is dependent upon its ability to procure, construct, and maintain facilities which are required to meet the Subscriber's order for service. The Company will make all reasonable efforts to secure the necessary facilities and will amend its Tariff accordingly, providing such new service will not adversely affect the Company's present services.

**4.1.2 Availability**

Service is offered and provided subject to the availability on a continuing basis of the necessary facilities and/or equipment. The Company reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available and the furnishing of services under this Tariff is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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**4. TERMS AND CONDITIONS (Continued)****4.2 Liability of the Company**

4.2.1 Neither the Company nor its vendors, suppliers or licensors are liable for any damages arising out of or in connection with any: (A) act or omission by the Customer, or by another person or company; (B) providing or failing to provide services, including deficiencies or problems with any equipment, the network or the services; (C) content or information accessed while using the services, such as through the Internet; (D) interruption or failure in accessing or attempting to access emergency services, including through 911, E911 or otherwise; or (E) events due to factors beyond the Company's control, including acts of God (including, without limitation, weather related phenomena, fire or earthquake), war, terrorist attacks, riot, strike, or orders of governmental authorities.

4.2.2 If, for whatever reason, the Company is found to be responsible to the Customer for monetary damages relating to any services obtained through the Company under this tariff, the Company's liability will not exceed the amounts the Customer was charged for the affected services during the affected period.

4.2.3 The Company will make no refund of overpayments by a Subscriber unless the claim for such overpayment, together with proper evidence, is submitted within two (2) years from the date of the alleged overpayment. In calculating refunds, any applicable discount will be adjusted based on the total monthly usage after all credits or adjustments have been applied.

**4.2.4 Limitation of Liability**

The Company will not be liable for any consequential, incidental or indirect damages for any cause of action, whether in contract or tort. Consequential, incidental, and indirect damages include, but are not limited to, lost profits, lost revenues, and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages. This limitation of liability does not apply to claims arising from Subscriber's indemnification obligations listed herein.

**4.2.5 Disclaimer of Warranties**

Except as expressly provided in this Tariff, all services are provided "as is" and the Company disclaims all warranties, express or implied and in particular disclaims all warranties of non-infringement, merchantability, fitness for a particular purpose, and warranties related to equipment, material, service, or software. The Company also makes no warranty that the services will be uninterrupted or error-free, and Customers will hold the Company harmless for all such problems. Customers may not rely on statements of warrant about the Company's services; such statements are not authorized by the Company and are not a warranty by the Company.

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**4. TERMS AND CONDITIONS (Continued)****4.3 Use of Service**

Neither Subscribers nor their authorized users may use the services furnished by the Company for fraudulent or destructive purposes, including, but not limited to, unauthorized or attempted access, alteration, abuse or destruction of information; or use services furnished by the Company in such a manner that causes interference with another's use of the Company's network.

Neither Subscribers nor their authorized users may use the services furnished by the Company for any unlawful purpose, including service configurations of switched services which, as a result of sharing thereof, are the equivalent of a service configuration which exceeds the scope of the Company's applicable authorization.

Subscribers will promptly cooperate with the Company to prevent unauthorized access by third parties of the services furnished by the Company.

Use and restoration of the service furnished by the Company will be in accordance with Part 64, Subpart D of the Federal Communications Commission Rules.

Customers are responsible for notifying the Company when new lines are added to their account. New lines will not receive the rates associated with the Customer's account until the Company has been notified to add those lines to the Customer's account. Calls placed over such new lines will be rated as Casual Caller calls until the lines have been added to the Customer's account.

The use of any feature including, but not limited to, call forwarding, on a planned and continuing basis to allow an originating caller to avoid long distance charges is prohibited.

**4.3.1 Limitations of Service**

The Company may deny, for any lawful reason, the Customer's request for service, or limit or allocate the facilities available to or utilized by any service, if necessary, to manage its network in an efficient manner; meet reasonable service expectations; furnish service to existing and future Customers based on forecasted Customer requirements; or for any other lawful reason.

The Company may, without notice, (consistent with governing laws or regulations) block traffic to local telephone exchanges ("NXX exchanges"), individual telephone stations, groups or ranges of individual telephone stations, or calls using certain Customer authorized codes, whenever the Company deems it necessary to take such action to prevent (1) the unlawful use of service; (2) nonpayment for service; (3) the use of service in violation of this Tariff; or (4) network blockage or the degradation of service furnished to the Customer or other Customers.

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### 4. TERMS AND CONDITIONS (Continued)

#### 4.4 Minimum Service Period

A minimum period for service will be one month (30 days) for all services except where special construction is required or as described elsewhere in this Tariff.

#### 4.5 Ownership of Facilities

Title to all facilities provided by the Company in accordance with these regulations remains with the Company.

#### 4.6 Application of Service

The Company may require a Subscriber to sign an application form furnished by the Company and to establish his credit as provided in these Regulations, as a condition precedent to the initial establishment of such service. Company's acceptance of an order for service to be provided to an applicant whose credit has not been duly established, may be subject to the provisions as described elsewhere in this Tariff.

The Company may also require a signed authorization from the Subscriber for additions to or changes in existing service for such a Subscriber.

An application for service cancelled by the Subscriber or the Company prior to the establishment of the service applied for is subject to the Cancellation For Cause or Disconnection of Service provisions as described elsewhere in this Tariff.

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**4. TERMS AND CONDITIONS (Continued)****4.7 Payment of Charges****4.7.1 Application of Charges****A. Monthly Recurring Charges**

For billing of fixed charges, service is considered to be established upon the day in which the Company notifies the Subscriber of installation and testing of the Subscriber's service.

Unless otherwise specified elsewhere in this Tariff, monthly recurring charges will be billed in arrears and are due upon receipt. The rates charged to a Subscriber will be the rates in effect on the last day of the Subscriber's billing cycle.

After the minimum service period, the full monthly recurring charge applicable for any service provided under this Tariff will apply for each month, or partial month, per account. Except as may be otherwise specified in this Tariff, there will be no pro-ration of this charge for a partial month's service when a Customer cancels service.

Subscribers billed by a local exchange company (LEC) on behalf of the Company are responsible for any late-payment charges that the LEC may employ in its billing process.

**B. Minute of Use Rates**

Except as otherwise specified in this Tariff, charges will be billed monthly in arrears and are due upon receipt. Subscriber will be billed for all usage accrued beginning immediately upon access to the service. Subscribers will be billed for usage occurring during their specific 30-day billing cycle, which for purposes of computing charges shall be considered a month.

Unless specified otherwise for a particular service, all calls for which a minute of use rate applies will be billed in one-minute increments. Fractional minutes are rounded up to the next minute.

If the computed charge for a call includes a fraction of a cent, the fraction is rounded up to the whole cent (e.g., \$1.244 is rounded up to \$1.25).

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**4. TERMS AND CONDITIONS (Continued)****4.7 Payment of Charges (Continued)****4.7.2 Returned Check Fee**

A charge equivalent to the applicable state return check charge may be applied whenever a check or draft presented for payment of service is not accepted by the institution on which it is written.

**4.7.3 Adjustments for Taxes and Fees**

When any municipality, other political subdivision, local agency of government, or South Carolina Public Service Commission imposes upon and collects from Sprint Long Distance, Inc. a gross receipts tax, occupation tax, license tax, permit fee, franchise fee or regulatory fee, such taxes and fees shall, insofar as practicable, be billed pro rata to the Sprint Long Distance, Inc. Customer receiving service within the territorial limits of such municipality, other political subdivision, local agency of government, or public utility commission.

The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Examples of such programs include, but are not limited to, the Universal Service Fund, the Primary Interexchange Carrier Charge, and compensation to payphone service providers for use of their payphones to access the Company's services.

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4. TERMS AND CONDITIONS (Continued)

4.7 Payment of Charges (Continued)

4.7.4 Late Fee

Subscribers billed directly by Sprint Long Distance, Inc. may be assessed a late fee of 1.5% on balances carried over to a subsequent invoice, where capabilities exist. The late fee will be applied to the entire unpaid balance of the Customer's monthly invoice, including taxes. The late fee will not be applied to any disputed portion of the unpaid balance if the dispute is resolved in the Customer's favor. A late fee is not applicable to subsequent rebilling of any amount to which a late fee has already been applied. Late charges are to be applied without discrimination.

4.7.5 Disputed Charges

Disputes concerning any charges invoiced must be raised prior to the due date of the invoice. Customers may request an adjustment for wrong number calls.

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**4. TERMS AND CONDITIONS (Continued)****4.8 Deposits**

Each applicant for service will be required to establish credit. Any applicant whose credit has not been duly established to the sole and exclusive satisfaction of the Company may be required to make a deposit to be held as a guarantee of payment of charges at the time of application. In addition, an existing Subscriber may be required to make a deposit or increase a deposit presently held.

4.8.1 A deposit is not to exceed the estimated charges for two (2) months' service plus installation.

4.8.2 A deposit will be returned:

A. When an applicant for service has been cancelled prior to the establishment of service. The deposit will be applied to any charges applicable in accordance with the Tariff and the excess portion of the deposit will be returned; or

B. At the end of six (6) months of satisfactory credit history; or

C. Upon the discontinuance of service, the Company will refund the Subscriber's deposit or the balance in excess of unpaid bills for the service.

4.8.3 The fact that a deposit has been made in no way relieves the Subscriber from complying with the regulations with respect to the prompt payment of bills on presentation.

4.8.4 The Company will pay interest on deposits pursuant to the rules and regulations of the State of South Carolina.

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**4. TERMS AND CONDITIONS (Continued)****4.9 Interruption of Service**

It shall be the obligation of the Subscriber to notify the Company of any interruption of service. Before giving such notice, the Subscriber shall ascertain that the trouble is not being caused by any action or omission of the Subscriber or is not in the wiring or equipment connected to the terminal of the Company.

**4.10 Cancellation For Cause**

The Company, by written notice to Subscriber or applicant, may immediately cancel the application for and/or discontinue service without incurring any liability for any of the following reasons:

- 4.10.1 Non-payment of any sum due to the Company for service for more than thirty (30) days beyond the date of rendition of the bill for such service.
- 4.10.2 Non-payment of any sum due to the Company for service for more than thirty (30) days beyond rendition of the bill on any Sprint Long Distance, Inc. account regardless of whether the application or service being canceled is related or unrelated to the account or service for which the sum is past due; or
- 4.10.3 A violation of or failure to comply with any regulation governing the furnishing of service.
- 4.10.4 An order of a court or other government authority having jurisdiction which prohibits the Company from furnishing service.
- 4.10.5 Failure to post the deposit required by the deposit notice as specified elsewhere in this Tariff.
- 4.10.6 Customer places repeated harassing phone calls to the Company including calls in which the caller uses abusive language.

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**4. TERMS AND CONDITIONS (Continued)****4.11 Disconnection of Service**

By giving advance verbal or written notice, Subscriber may disconnect service at any time following the one month (30 days) minimum service requirement as described elsewhere in this Tariff.

The Company will have up to thirty (30) days to complete the disconnect. Subscriber will be responsible for all charges for thirty (30) days or until the disconnect is effected, whichever is sooner. This thirty (30) day period will begin on the day of receipt of notice from the Subscriber.

**4.12 Service Hours**

Service is available twenty-four (24) hours a day, seven (7) days a week.

**4.13 Restricted Service**

Under certain circumstances, as described below, a Customer's long distance service may be suspended, and the Customer routed to a receivable operator if the Customer has incurred significant pre-bill charges and one or more of the following apply:

- A. The Customer does not have credit information available from one of the major credit reporting agencies;
- B. The Customer has poor credit based on industry standards;
- C. The Customer has not paid a bill in a timely manner; or
- D. The Customer's usage resembles fraudulent usage.

If the Customer is routed to a voice response unit, the Customer will be advised that their service has been restricted. The Customer will be provided the option of either: 1) making a prepayment using a credit card or 2) dialing a toll free number to speak with a collection representative.

The receivables operator or collection representative will explain the reasons for the restricted service and the requirements for the Customer to resume unrestricted service. For example, if the Customer has not paid a bill in a timely manner (in compliance with the requirements of Payment of Charges as specified elsewhere in this Tariff), payment of the outstanding bill will be requested. The Company also may request a deposit or a demonstration that the Customer incurred similar charges with another carrier and paid such carrier in a timely manner.

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**4. TERMS AND CONDITIONS (Continued)****4.14 School and Library Discounts**

Pursuant to FCC Docket No. 96-45, FCC 97-157 (Universal Service Order), schools and libraries may be eligible for reduced rates funded by the federal universal service fund.

**4.14.1 General**

The Universal Service Support Mechanism was established to ensure affordable telecommunications service to all Americans including low-income consumers and eligible schools and libraries. Public and private schools (grades Kindergarten - Twelve) and public libraries, may be eligible for discounts (Support) through the Schools and Libraries Universal Service Support Mechanism (E-Rate Program) in connection with the purchase of The Company's services and equipment (Service). In addition, these Customers may be eligible for state or local corollaries to the E-Rate Program.

**4.14.2 Application for Support****A. E-Rate Program**

The Customer will abide by all E-Rate Program rules for receipt of Support. The Customer is responsible for applying to the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (or other authorized E-Rate Program administrator) for Support from the E-Rate program each year the Customer is eligible for the Support. The Customer will notify the Company in writing within 30 days of its receipt of a Funding Commitment Decision Letter from the SLD along with a copy of the notice and other relevant documentation as requested by the Company.

**B. Other Funding Sources**

The Customer is responsible for applying for Support from state and/or local administrators (Funding Sources). The Customer will notify the Company in writing within 30 days of its receipt of a Support commitment from such Funding Sources and will include a copy of its application, Funding Source Support documentation, and other relevant documentation as requested by the Company.

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**4. TERMS AND CONDITIONS (Continued)****4.14 School and Library Discounts (Continued)****4.14.3 Receipt of Support****A. E-Rate Program**

The Customer will pay, in full, all invoices issued by the Company prior to the Company's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts to the Customer's invoices or reimburse the Customer according to the Funding Commitment Decision Letter. The Customer is responsible to apply for SLD reimbursement (instead of receiving discounted Sprint Long Distance, Inc. bills) for all eligible customer premises equipment rentals or other financed arrangements. The Company reserves the right to require the Customer to seek SLD reimbursement (instead of receiving discounted Sprint Long Distance, Inc. bills) if the Customer has not received its Funding Commitment Decision Letter from the SLD by December 31 of the funding year. All discounts or reimbursements will be retroactive to the date authorized by the SLD funding year. The Company will either apply a credit to the Customer's account or provide the Customer with a check corresponding to the appropriate amount of Support based on Service received.

**B. Other Funding Sources**

The Customer will pay, in full, all invoices issued by the Company prior to Sprint's receipt of notification from the Funding Source acknowledging the Customer's receipt of Service. Upon notification, the Company will apply discounts or reimburse the Customer for Service delivered corresponding to the Funding Source acknowledgement. These discounts or reimbursements will be retroactive to the date authorized by the Funding Source funding year. The Company may reimburse the Customer with a credit to the Customer's account or with a check corresponding to the appropriate amount of Support based on Service received.

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4. TERMS AND CONDITIONS (Continued)

4.14 School and Library Discounts (Continued)

4.14.4 Failure to Obtain Support

- A. The Customer will reimburse the Company if the FCC, SLD or Funding Sources fail to do so or if the FCC, SLD or Funding Sources reclaim any portion of Support sent to the Company on Customer's behalf. Customer will not be responsible for Support withdrawn due to the Company's material failure to provide Service.
- B. The Company is not responsible for the Customer's compliance with FCC, SLD or Funding Source rules and regulations, the Customer's applications for Support, or any decisions or actions by the FCC, SLD or Funding Sources with respect to the Customer.
- C. For Service agreements of more than one year, the Customer may not terminate the Agreement based solely on its failure to receive Support.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****5. RESIDENTIAL SERVICES****5.1 Message Telecommunications Services (MTS)****5.1.1 Sprint Solutions Service**

Sprint Solutions Services are add-ons to the Company's interstate offering. These services are available only through Sprint LTD to Sprint LTD residential Customers who have selected Sprint Long Distance, Inc. as their Primary Interexchange Carrier. Customers must subscribe to Sprint Solution Service for both the interstate and intrastate long distance service. Applicable interstate rates are located in the Company's interstate Residential Schedules located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

Sprint Solutions Services are available for use by individuals residing at a single-family residence, including, but not limited to, a house, condominium, or apartment, where service is being provided. This service is not available in group or multi-family housing, including, but not limited to, housing associated with educational institutions or military barracks. A Customer's phone line may not be classified as a "business", "public" or "semi-public" line.

The term "Dial-1" does not include: 1) calls which are pay-for-use, including but not limited to calls to 900, 976, 555 and 700 numbers, 2) calls to Directory Assistance, 3) operator service calls, including emergency interrupt and intercept call completion, 4) FÖNCARD calls, 5) usage from multi-party conference calls, and 6) inbound toll free service calls.

If Sprint determines the service is not being used for individual residential service, or in any other way violates the restrictions of this service, the Subscriber will be ineligible for the service and Sprint may terminate the Subscriber's account.

FÖNCARD Services and Operator Services are available with all Sprint Solutions Services under the terms and conditions specified in Section 7 of this Tariff. Calls placed using FÖNCARD Services and Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein for Sprint Solutions Services, unless otherwise specified in the rates section for a particular Sprint Solutions Service.

The Sprint Solutions Service rates will apply as long as the Customer remains a Sprint Long Distance, Inc. and a Sprint LTD Customer and subscribes to all of the qualifying services. Customers who discontinue any or all of the qualifying services will no longer be eligible to subscribe to a Sprint Solutions Service and will be switched, upon notice, to Sprint Standard Weekends Option B as set forth in Section 5.1.2 of this Tariff.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****A. Sprint Solutions – No MRC**

A Customer who subscribes to Sprint Solutions - No MRC pays a per minute rate for all interstate and/or intrastate Dial-1 usage without incurring a monthly recurring charge.

When a Customer subscribes multiple lines to Sprint Solutions-No MRC, at least one of every two lines must meet the eligibility requirements specified below. For example, when a Customer subscribes either three or four lines to this service, at least two of those lines must meet the eligibility requirements. The Customer's lines may be at the same or different locations provided that the eligibility requirements are met.

**(1) Option 1 – Sprint Solutions w/ \$.07 LD No MRC**

To be eligible for Option 1 - Sprint Solutions w/\$.07 LD No MRC, the Customer must subscribe to one of the following options: 1) Sprint LTD Sprint Solution-Residence Package Clear Solution with LineGuard and Voicemail; 2) Sprint LTD Sprint Solution-Residence Package Sprint Personal II Solution with two of the following features: CPE Warranty Plus, LineGuard, Voicemail or Sprint Privacy ID; 3) Sprint LTD Sprint Solution-Residence Package Core Solution with Voicemail, LineGuard and CPE Warranty Plus; 4) Sprint LTD Sprint Solution-Residence Package Safe and Sound II Solution; or 5) Sprint LTD Sprint Solution-Residence Package Core Solution Plus with two of the following features: Voicemail, LineGuard or CPE Warranty Plus.

**(a) Dial-1 Rate**

	<u>Current</u>	<u>Maximum</u>
Per Minute	\$0.07	\$0.28

**(b) Monthly Recurring Charge**

No monthly recurring charge applies.

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**5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****A. Sprint Solutions – No MRC (Continued)****(2) Option 2 – Sprint Solutions w/ \$.10 LD No MRC**

To be eligible for Option 2 - Sprint Solutions w/ \$.10 LD No MRC, the Customer must subscribe to one of the following options: 1) Sprint LTD Sprint Solutions-Residence Package Sprint Home II Solution with one of the following features: CPE Warranty Plus, LineGuard or Voicemail; 2) Sprint LTD Sprint Solutions-Residence Package Sprint Personal II Solution; 3) Sprint LTD Sprint Solutions-Residence Package Safe and Sound II Solution with Road America; 4) Sprint LTD Sprint Solutions-Residence Package Core Solution with LineGuard and Voicemail; 5) Sprint LTD Sprint Solutions-Residence Package Clear Solution with LineGuard and Voicemail; or 6) Sprint LTD ISDN-BRI with Caller ID with Name, Call Forwarding, Flexible Calling, Automatic Callback and Additional Call Offering.

**(a) Dial-1 Rate**

	<u>Current</u>	<u>Maximum</u>
Per Minute	\$0.10	\$0.40

**(b) Monthly Recurring Charge**

No monthly recurring charge applies.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****B. Sprint Personal Solutions with International**

A Customer who subscribes to Sprint Personal Solutions with International pays a monthly recurring charge each month and a Per Minute rate for all interstate and/or intrastate Dial-1 usage. The Customer will also receive selected lower international rates.

When a Customer subscribes multiple lines to Sprint Personal Solutions with International, at least one of every two lines must meet the eligibility requirements specified below. For example, when a Customer subscribes either three or four lines to this service, at least two of those lines must meet the eligibility requirements. The Customer's lines may be at the same or different locations as provided that the eligibility requirements are met.

To be eligible for Sprint Personal Solutions with International, the Customer must subscribe to one of the following options: 1) Sprint LTD Sprint Solution-Residence Package Sprint Personal II Solution with two of the following features: Voicemail, LineGuard, Sprint Privacy ID or CPE Warranty Plus; 2) Sprint LTD Sprint Solution-Residence Package Clear Solution with LineGuard and Voicemail; 3) Sprint LTD Sprint Solution-Residence Package Core Solution with Voicemail, LineGuard and CPE Warranty Plus; or 4) Sprint LTD Sprint Solution-Residence Package Core Solution Plus with two of the following features: Voicemail, LineGuard or CPE Warranty Plus.

**(1) Dial-1 Rate**

	<u>Current</u>	<u>Maximum</u>
Per Minute	\$0.07	\$0.28

**(2) Monthly Recurring Charge**

Monthly Recurring Charge - The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in the Company's interstate Rate Schedule located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

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5. RESIDENTIAL SERVICES (Continued)

5.1 Message Telecommunications Services (MTS) (Continued)

5.1.1 Sprint Solutions Service (Continued)

C. Sprint Solutions Unlimited

Sprint Solutions Unlimited Customers will receive unlimited interstate and intrastate Dial-1 usage for a monthly recurring charge.

The monthly recurring charges for this service will be billed in advance. The Customer's first invoice will contain a pro-rated MRC for the first month (based on the number of Customer in-service days in the initial billing cycle) and a full MRC for the second month.

The following restrictions apply in addition to those specified in Section 5.1.1 preceding:

The Customer may not use this service for commercial use, for connection to the Internet, for other data service (including a significant amount of facsimile transmissions or data usage per month) or for any other use that does not involve a person-to-person conversation or voice message.

If it is determined that the Customer's usage is not consistent with residential voice service, the Customer will be assessed a \$50.00 data monthly charge or be disconnected.

Customers who subscribe to Sprint Solutions Unlimited and do not subscribe to the required service(s) or feature(s) will only qualify for Sprint Solutions Unlimited Option 3 (Sprint Solutions Unlimited SA). Customers who subscribe to Sprint Solutions Unlimited Option 1 or 2 and subsequently cancel their qualifying service(s) or feature(s) needed to maintain eligibility for these options will be switched to Option 3 (Sprint Solutions Unlimited SA) upon notice.

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**5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****C. Sprint Solutions Unlimited (Continued)**

Each line subscribed to Sprint Solutions Unlimited must meet the eligibility requirements specified for the service option selected.

**(1) Sprint Solutions Unlimited – Option 1**

To be eligible for Option 1, Customers must subscribe to one of the following options: 1) Sprint LTD Sprint Solutions-Residence Package Sprint Personal II Solution with two of the following features: Voicemail, LineGuard, Sprint Privacy ID, or CPE Warranty Plus; 2) Sprint LTD Sprint Solutions-Residence Package Clear Solution with LineGuard and Voicemail; 3) Sprint LTD Sprint Solutions-Residence Package Core Solution with Voicemail, LineGuard and CPE Warranty Plus; 4) Sprint LTD Sprint Solutions-Residence Package Core Solution Plus with two of the following features: Voicemail, LineGuard or CPE Warranty Plus; 5) Sprint High-speed Internet with 512/128 bps speed or above with a one-year term agreement; or 6) Sprint LTD Sprint Solutions - Residence Package Special Plan Bundle plus one of the following services: Sprint High-speed Internet, DISH Network® Satellite TV from Sprint or Sprint PCS.

**(2) Sprint Solutions Unlimited – Option 2 (Sprint Solutions Unlimited w/Home)**

To be eligible for Option 2, Customers must subscribe to one of the following options: 1) Sprint LTD Sprint Solutions-Residence Package Sprint Personal II Solution; or, 2) Sprint LTD Sprint Solutions-Residence Package Sprint Home II Solution and one of the following features: LineGuard, CPE Warranty Plus or Voicemail.

**(3) Sprint Solutions Unlimited – Option 3 (Sprint Solutions Unlimited SA)**

To be eligible for Option 3, Sprint Solutions Unlimited SA Customers must subscribe to Sprint LTD residential local service.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****C. Sprint Solutions Unlimited (Continued)****(4) Rates and Charges****(a) Dial-1 Rate**

Per Minute	\$0.00
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**(b) Monthly Recurring Charges**

	<u>Intrastate</u>	<u>Maximum</u>
Sprint Solutions Unlimited – Option 1, Per line	\$19.00*	\$76.00
Sprint Solutions Unlimited – Option 2 (Sprint Solutions Unlimited w/Home), Per line	30.00	120.00
Sprint Solutions Unlimited – Option 3 (Sprint Solutions Unlimited SA), Per line	39.95	159.80

The interstate monthly recurring charge which affords Customers the ability to place interstate long distance calls is located in Sprint's interstate Residential Schedule located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

\* The monthly rate for customers who subscribe to Special Plan Bundle plus Sprint High-speed Internet, DISH Network Satellite® TV from Sprint or Sprint PCS, as described in 5.1.1C.(1) preceding is \$14.00.

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**5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****D. Sprint 4¢ Plan**

A Customer who subscribes to Sprint 4¢ Plan pays a per-call surcharge and a Per Minute rate on all Dial-1 domestic interstate and intrastate calls, 24 hours a day, seven days a week. There is no monthly recurring charge associated with this product.

Each line subscribed to Sprint 4¢ Plan must meet the eligibility requirements specified below.

To be eligible for Sprint 4¢ Plan, Customers must subscribe to at least one of the following options: 1) Sprint LTD Sprint Solutions-Residence Package Safe and Sound II Solution; 2) any Sprint LTD Custom Calling, ExpressTouch, or Network Service feature; or 3) one of the following Sprint LTD products: Voicemail, CPE Warranty or Road & Home.

**(1) Dial-1 Rates**

	<u>Current</u>	<u>Maximum</u>
Per Minute	\$0.04	\$0.12
Per-Call Surcharge	0.39	1.56

**(2) Monthly Recurring Charge**

No monthly recurring charge applies.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****E. Sprint Bonus 30**

Sprint Bonus 30 Customers will receive up to 30 minutes of state-to-state, in-state, and/or intraLATA Dial-1 long distance usage at no charge each month. Unused minutes cannot be carried over to the next month. Any usage above the 30 minutes will be charged a specific time-of-day flat rate for all intrastate and interstate Dial-1 calls. There is no monthly recurring charge associated with this product.

When a Customer subscribes multiple lines to Sprint Bonus 30, at least one of every two lines must meet the eligibility requirements specified below. For example, when a Customer subscribes to this service for either three or four lines, at least two of those lines must meet the eligibility requirements. The Customer's lines may be at the same or different locations provided that the eligibility requirements are met.

To be eligible for Sprint Bonus 30, Customers must subscribe to one of the following options: 1) any Sprint LTD calling feature, 2) Voicemail, or 3) the Sprint LTD Sprint Solutions-Residence Package Safe and Sound II Solution.

The following rate periods apply:

Monday – Friday	All Hours
Saturday	All Hours
Sunday	All Hours

**(1) Dial-1 Rates**

	<u>Current</u>	<u>Maximum</u>
Per Minute, for Usage up to 30 Minutes	\$0.00	\$0.00
Per Minute, for Usage above 30 minutes- All Hours, Monday through Friday	0.15	0.60
Per Minute, for Usage above 30 minutes- All Hours, Saturday and Sunday	0.10	0.40

**(2) Monthly Recurring Charge**

No monthly recurring charge applies.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****F. Sprint Simple 7 II**

Customers who subscribe to Sprint Simple 7 II pay a flat Per Minute rate on all Dial-1 domestic intrastate calls, 24 hours a day, seven days a week. Sprint Simple 7 II is an add-on to the Sprint 7¢ AnyTime interstate offering. Customers must subscribe to Sprint Simple 7 II and the interstate Sprint 7¢ AnyTime offering, which provides Customers with a flat Per Minute rate on all domestic interstate calls. Customers will only be charged the Sprint Simple 7 II monthly recurring charge.

When a Customer subscribes multiple lines to Sprint Simple 7 II, at least one of every two lines must be provided by Sprint LTD. For example, when a Customer subscribes to this service for either three or four lines, at least two of those lines must be provided by Sprint LTD. The Customer's lines may be at the same or different locations provided that the eligibility requirements are met.

The Customer may not use this service for commercial use, or for connection to the Internet, for other data services (including facsimile transmissions) or for any other use that does not involve a person-to-person conversation or voice message.

(1) <u>Dial-1 Rate</u>			
		<u>Current</u>	<u>Maximum</u>
Per Minute		\$0.07	\$0.28
(2) <u>Monthly Recurring Charge</u>			
Per every two lines subscribed		4.00	12.00
(3) <u>FONCARD Service Rates</u>			
Rate Per Minute		\$0.69	
Connection Fee, Per Call		0.99	

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**5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.1 Sprint Solutions Service (Continued)****G. Sprint 7¢ AnyTime**

Customers who subscribe to Sprint 7¢ AnyTime will pay a flat Per Minute rate on all Dial-1 domestic intrastate and interstate calls, 24 hours a day, seven days a week. A monthly recurring charge is applicable.

The Customer's local service must be provided by Sprint LTD for each line subscribed to Sprint 7¢ AnyTime.

**(1) Dial-1 Rate**

	<u>Current</u>	<u>Maximum</u>
Per Minute	\$0.12	\$0.48

**(2) Monthly Recurring Charge**

The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in Sprint's interstate Residential Schedule located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****5. RESIDENTIAL SERVICES (Continued)****5.1 Message Telecommunications Services (MTS) (Continued)****5.1.2 Sprint Standard Weekends Option B**

Customers who are subscribed to Sprint Standard Weekends Option B will pay a specific time-of-day flat rate for all intrastate and interstate Dial-1 calls. There is no monthly recurring charge associated with this product.

This service is available to any Sprint LTD residential Customer who contacts the Company or is contacted by the Company and requests this service plan. Customers may subscribe to another residential service by contacting a Sprint LTD representative.

Sprint Solutions Services are available for use by individuals residing at a single-family residence, including, but not limited to, a house, condominium, or apartment, where service is being provided. This service is not available in group or multi-family housing, including, but not limited to, housing associated with educational institutions or military barracks. A Customer's phone line may not be classified as a "business", "public" or "semi-public" line.

Customers subscribed to any Sprint Solutions Service who discontinue any or all of the qualifying services and/or features and consequently no longer meet the eligibility requirements for that service will be switched to this product. Customers may discontinue this product at any time by subscribing to another residential service for which they meet the eligibility requirements.

The following rate periods apply:

Monday – Friday	All Hours
Saturday	All Hours
Sunday	All Hours

**(a) Dial-1 Rates**

	<u>Current</u>	<u>Maximum</u>
Per Minute, Monday - Friday	\$0.40	\$1.60
Per Minute, Saturday	0.25	1.00
Per Minute, Sunday	0.10	.40

**(b) Monthly Recurring Charge**

No monthly recurring charge applies.

**(c) FONCARD Service Rates**

	<u>Current</u>
Per Minute	\$0.89
Connection Fee, Per Call	1.25

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**6. BUSINESS SERVICES****6.1 Message Telecommunications Services (MTS)****6.1.1 Sprint Solutions Service**

Sprint Solutions Services are add-ons to the Company's interstate offering. These services are available only through Sprint LTD to Sprint LTD business Customers who have selected Sprint Long Distance, Inc. as their Primary Interexchange Carrier. Customers must subscribe to Sprint Solution Service for both the interstate and intrastate long distance service. Applicable interstate rates are located in the Company's interstate Business Schedule located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

A Customer's phone line may not be classified as a "residential," "public," or "semi-public" line or in housing associated with educational institutions.

The term "Dial-1" does not include: 1) calls which are pay-for-use, including but not limited to calls to 900, 976, 555 and 700 numbers, 2) calls to Directory Assistance, 3) operator service calls, including emergency interrupt and intercept call completion, 4) FÖNCARD calls, 5) usage from multi-party conference calls, and 6) inbound toll free service calls.

If the Company determines the service is not being used for business service or in any other way violates the restrictions of this service, the Subscriber will be ineligible for the service and the Company may terminate the Customer's account.

FÖNCARD Services and Operator Services are available with all Sprint Solutions Services under the terms and conditions specified in Section 7 of this Tariff. Calls placed using FÖNCARD Services and Operator Services are charged at the applicable rates for those services in lieu of the rates specified herein for Sprint Solutions Services, unless otherwise specified in the rates section for a particular Sprint Solutions Service.

The Sprint Solutions Service rates will apply as long as the Customer remains a Sprint Long Distance, Inc. and a Sprint LTD Customer and subscribes to all of the qualifying services. Customers who discontinue any or all of the qualifying services will no longer be eligible to subscribe to a Sprint Solutions Service and will be switched, upon notice, to Business Sense as set forth in Section 6.1.2 of this Tariff.

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**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****A. Sprint Small Business Unlimited Solutions II**

Sprint Small Business Unlimited Solutions II Customers will receive unlimited interstate and intrastate Dial-1 usage for a monthly recurring charge.

The monthly recurring charges for this service will be billed in advance. The Customer's first invoice will contain a pro-rated monthly charge for the first month (based on the number of Customer in-service days in the initial billing cycle) and a full monthly recurring charge for the second month.

A Customer may not use this service for connection to the internet or other data service (including a significant amount of facsimile transmissions or data usage per month) or for any other use that does not involve a person-to-person conversation or voice message, e.g. auto dialer lines and call center line.

If the Company determines the Customer has violated the terms and conditions of the service, the Customer will be assessed a \$500.00 charge per line. In addition, the Customer's long distance service will be suspended.

The Customer may subscribe to this service for a maximum of three lines per location. Each line subscribed to Sprint Small Business Unlimited Solutions II must meet the eligibility requirements specified following:

To be eligible for this service, the Customer must subscribe to one of the following options: 1) Sprint LTD Sprint Solutions-Business Package Sprint Priority Solution (including unlimited expanded local calling) and Voicemail; or 2) Sprint LTD Sprint Solutions-Business Package Sure Solution II (including unlimited expanded local calling) and Voicemail; or 3) Sprint LTD Sprint Solutions-Business Package Rotary Classic Solution (including unlimited expanded local calling) and Voicemail. The Sprint Priority Solution Package, Sure Solution II Package and Rotary Classic Solution Package may or may not include a separate charge for extended local calling.

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**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****A. Sprint Small Business Unlimited Solutions II (Continued)**

- |     |                                 |                   |
|-----|---------------------------------|-------------------|
| (1) | <u>Dial-1 Rate</u>              | \$0.00            |
| (2) | <u>Monthly Recurring Charge</u> | <u>Intrastate</u> |
|     |                                 | \$10.00           |

The interstate portion of the monthly recurring charge which affords Customers the ability to place interstate long distance calls is located in Sprint's interstate Business Schedule located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

**(3) FONCARD Service Rates**

- |                          |          |
|--------------------------|----------|
| Per minute               | \$0.1420 |
| Connection Fee, per Call | 0.90     |

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****B. Sprint Business Simple Rate**

Sprint Business Simple Rate plan is available to small business customers. Customers must: 1) subscribe to a monthly minimum usage level of \$30.00 or \$50.00 and 2) select Sprint Long Distance, Inc. as their primary interexchange carrier.

Customers whose total monthly long distance usage charges do not meet the monthly minimum usage level will be assessed the difference between their total long distance usage charges and their subscribed monthly minimum usage level.

**(1) Dial-1 and Toll Free Rates**

Calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

	<u>Monthly Minimum Usage Level</u>	
	<u>\$30.00</u>	<u>\$50.00</u>
Per Minute	\$0.06	\$0.055

**(2) SDS and SDS Toll Free Rates**

InterLata Per Minute	0.2230	0.2230
IntraLata Per Minute	0.2230	0.2230

**(3) Monthly Recurring Charge**

The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in Sprint's interstate Business Schedule located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

**(4) FÖNCARD Service Rates**

FÖNCARD calls will be subject to a thirty (30) second minimum. After the initial thirty (30) second minimum, calls will be billed in six (6) second increments.

	<u>Monthly Minimum Usage Level</u>	
	<u>\$30.00</u>	<u>\$50.00</u>
Per Minute	\$0.10	\$0.10
Connection Fee, per Call	0.90	0.90

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**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****C. Sprint Business AnyTime**

Sprint Business AnyTime offers business customers a flat rate for Dial-1, FÖNCARD, SDS and SDS Toll Free Services.

All calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

**(1) Dial-1 and Toll Free Rate**

Per Minute	\$0.0950
------------	----------

**(2) SDS and SDS Toll Free Rates**

InterLata Per Minute	0.2230
IntraLata Per Minute	0.2230

**(3) Monthly Recurring Charge**

The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in Sprint's interstate Business Schedule located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

**(4) FÖNCARD Service Rates**

Per Minute	\$0.0950
Connection Fee, per Call	0.55

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**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.1 Sprint Solutions Service (Continued)****D. Sprint Block of Time for Small Business**

Sprint Block of Time for Small Business offers small business customers a block of minutes for a flat monthly fee. This block of minutes can be used for certain direct dial outbound, toll free, and mobile phone (excluding Sprint PCS) long distance voice services in the interstate and intrastate jurisdictions. Block minutes will be applied in the following order to qualified domestic Sprint Long Distance, Inc. usage: (1) Dial-1 outbound; (2) toll free; and (3) qualified residential long distance. Block minutes cannot be applied to FÖNCARD, Operator or Switched Data Service ("SDS"). Each customer may purchase only one block of minutes per month.

No international usage can be applied to the block minutes. Block minutes will be applied to jurisdictions in chronological order within service types (1), (2) and (3) above. The Company will charge Customers for any usage in excess of the block minutes (overage minutes) selected at the rates set forth herein. Block minutes that have not been used at the end of the Customer's billing cycle will not carry over to the next month.

The following additional Sprint Block of Time for Small Business services are available but will not contribute to the block of minutes: FÖNCARD and Switched Data Service ("SDS").

The Customer may elect to have employee usage at satellite locations be subscribed to Sprint Block of Time for Small Business under the Customer's account via Consolidated Invoicing. No more than ten satellite locations' (e.g., customer's employees' homes) usage can be subscribed under the Customer's account. These satellite locations will receive the applicable per minute rates, including block overage rates, associated with Sprint Block of Time for Small Business. The Customer will be financially responsible for the satellite locations' Sprint Block of Time for Small Business charges.

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<u>Total Block of Domestic Minutes</u>	<u>Intrastate Monthly Charge</u>
100	\$ .00
400	.00
600	.00
1000	10.00
2000	20.00
3500	35.00
5000	50.00
7500	75.00
10000	100.00
15000	150.00
20000	200.00

The monthly recurring charge which affords Customers the ability to place interstate long distance calls is located in Sprint's interstate Business Schedule located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

**(b) Overage Rate**

The following per minute rates apply for applicable interstate and intrastate minutes above the block:

Overage Per Minute	\$0.10
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**(2) SDS and SDS Toll Free Rates**

All calls will be subject to an eighteen (18) second minimum. After the initial eighteen (18) second minimum, calls will be billed in six (6) second increments.

InterLata Per Minute	0.2230
IntraLata Per Minute	0.2230

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6. BUSINESS SERVICES (Continued)

6.1 Message Telecommunications Services (MTS) (Continued)

6.1.1 Sprint Solutions Service (Continued)

D. Sprint Block of Time for Small Business (Continued)

(3) FÖNCARD Service Rates

If an operator assists in call placement, the applicable operator service charge and usage rates will apply in lieu of the following surcharge and usage rates.

Per Minute	\$0.100
Connection Fee, per Call	0.55

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**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.2 Business Sense**

Business Sense is a packaged telecommunications service which offers small business Customers a flat rated switched product using either domestic and/or international calling for their outbound, toll free, FÖNCARD, and switched data service. FÖNCARD is available on a stand-alone basis or as a feature of the Business Sense out-bound options.

This service is available to any Sprint LTD business Customer who contacts the Company or is contacted by the Company and requests this service plan. Customers may subscribe to another business service by contacting a Sprint LTD representative.

Business Sense Customer's employees may subscribe to the Customer's Business Sense service for up to 10 satellite locations (e.g., from home). The satellite locations (up to 10) will be eligible to receive the Customer's underlying Business Sense rates, for satellite locations.

Customers subscribed to any Sprint Solutions Service who discontinue any or all of the qualifying services and/or features and consequently no longer meet the eligibility requirements for that service will be switched to this product. Customers may discontinue this product at any time by subscribing to another business service for which they meet the eligibility requirements.

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**6. BUSINESS SERVICES (Continued)****6.1 Message Telecommunications Services (MTS) (Continued)****6.1.2 Business Sense (Continued)****A. Dial-1 and Toll Free Rates Per Minute**

InterLATA	\$0.2915
IntraLATA	0.2915

**B. SDS and SDS Toll Free Rates**

InterLATA	0.2520
IntraLATA	0.2520

**C. Monthly Recurring Charge**

The monthly recurring charge which affords Customers the ability to place intrastate and interstate long distance calls is located in Sprint's interstate Business Schedule located at [www.sprint.com/ratesandconditions](http://www.sprint.com/ratesandconditions).

**D. FONCARD Business Sense Rates**

If an operator assists in call placement, the applicable operator service charge and usage rates will apply in lieu of the following surcharge and usage rates.

InterLATA Per Minute	\$0.2915
IntraLATA Per Minute	0.2915
Connection Fee, per Call	0.80

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****7. MISCELLANEOUS SERVICES****7.1 Casual Caller Service****7.1.1 General**

Casual Caller Service is available to any person who uses the Company's service from an equal access end office who does not have a current account with the Company, to include:

- A. Any person who has not established an account with the Company who places calls over the Company's network from an equal access area.
- B. Any person located in an equal access area who voluntarily terminated their Sprint account but continues to make calls over the Company's network.
- C. Any person located in an equal access area who has had their account terminated in accordance with the terms and conditions as set forth in Section 3 but continues to make calls on the Company's network.
- D. New or allocated Customers whose accounts are not yet established in Company's billing system.

Casual Caller Service is available for use twenty-four hours a day by dialing "101XXXX +" to access the Company's network where equal access (FGD) is available. By placing a call on the Sprint network, a Casual Caller accepts and agrees to the regulations and rates specified in this section.

If Sprint Long Distance, Inc. charges a Customer Casual Caller rates in error, or through an error by the local telephone company, the account will be credited for the erroneous charges.

A service charge will apply to each Casual Caller call, placed via direct dial or operator assisted Station-to-Station or Person-to-Person, excluding Directory Assistance. If an operator assists with the call, the call will be rated at Operator Services usage rates as set forth in the Operator Services section of this Tariff. In addition, the appropriate Operator Service Call Placement Charge as specified in the Operator Services section of this Tariff is applicable.

**7.1.2 Rates**

	<u>Current</u>	<u>Maximum</u>
Per Minute Rate	\$0.88	\$3.52
Per-Call Service Charge	3.75	15.00

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**7. MISCELLANEOUS SERVICES (Continued)****7.2 FÖNCARD Service****7.2.1 General**

FÖNCARD Service is available to business and residential Customers. All Subscribers to a Sprint Long Distance, Inc. service receive a FÖNCARD for use when away from the established primary service location. FÖNCARD access can be from tone-generating or rotary-dial telephone instruments and is available for origination as described in Section 2. FÖNCARD Service Subscribers access the Company's network by dialing "1-800-877-8000", plus "0," the called telephone number and FÖNCARD number.

A per call connection fee plus Per Minute usage rates apply when a FÖNCARD is used by FÖNCARD Customers for calls originating and terminating within the State of South Carolina. The FÖNCARD rates for business Customers are listed with the specific services with which FÖNCARD Service is provided. For residential Customers, the following per call connection fee and per minute usage rates will apply for all Sprint Long Distance, Inc. residential services with which FÖNCARD Service is provided unless specific FÖNCARD rates are specified elsewhere in this Tariff for a particular service. In addition, the same usage rates and surcharge apply when:

- A. Sprint Long Distance, Inc. enters into an agreement with a reseller to serve as their alternate long-distance carrier in those regions where the reseller cannot provide service, or
- B. Sprint Long Distance, Inc. participates in an agreement with a Local Exchange Carrier to provide FÖNCARD Service via a special 800# offered in conjunction with the LEC Calling Card.

**7.2.2 Residential FÖNCARD Rates**

A. Rate Per Minute	\$0.59
B. Connection Fee, Per Call	0.99

NOTE: If a Sprint Operator assists in call placement, applicable Operator Service Call Placement Charge and Per Minute usage rates will apply in lieu of the FÖNCARD surcharge and Per Minute usage rates.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF**

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**7. MISCELLANEOUS SERVICES (Continued)****7.3 Directory Assistance (DA)****7.3.1 General**

Sprint provides the service of connecting Customers to a nationwide Directory Assistance operator for a per-call charge for intrastate information requests. Customers can receive up to two numbers per request. In order to obtain two numbers, the Customer must request two numbers once the Customer reaches the live operator. The fee applies whether or not the Directory Assistance operator furnishes the requested telephone number(s), e.g., the requested telephone number is unlisted, non-published or no record can be found. Requests for information other than telephone numbers will be charged for as requests for telephone numbers.

A credit allowance for Directory Assistance will be provided upon request if a Customer experiences poor transmission quality, is cut-off, receives an incorrect telephone number, or misdials the intended Directory Assistance number.

National Directory Assistance Service gives a Customer the option of completing a call to the called station telephone number received from the Directory Assistance operator without hanging up and originating a new call. National Directory Assistance Service is offered when a Customer requests intrastate Directory Assistance. A call completion charge applies in addition to the Directory Assistance per-call charge if the Customer accepts the offer. When two numbers are requested from Directory Assistance only the second call can be completed. The call completion fee will not apply if the call cannot be completed.

When a Sprint Operator assists with a Directory Assistance call the appropriate operator handling charges will apply in addition to the Directory Assistance charge.

Calls placed to Directory Assistance utilizing a FÖNCARD will incur both the FÖNCARD connection fee as well as the applicable Directory Assistance per-call charge.

Requests will be limited to two (2) per call.

A credit allowance for Directory Assistance will be provided upon request if the Subscriber experiences poor transmission quality, is cut off, receives an incorrect telephone number or misdials the intended Directory Assistance number.

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**7. MISCELLANEOUS SERVICES (Continued)****7.3 Directory Assistance (DA) (Continued)****7.3.2 Rates and Charges****A. Direct Dialed Calls**

- |     |                                  |        |
|-----|----------------------------------|--------|
| (1) | Per-call charge                  | \$1.99 |
| (2) | Call completion charge-automated | 0.50   |

**B. Sprint Operator Assisted Calls**

- |     |                          |                 |
|-----|--------------------------|-----------------|
| (1) | Per-call charge          | \$1.99          |
| (2) | Call completion charge   | 0.50            |
| (3) | Operator Service charges | See Section 7.4 |

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**7. MISCELLANEOUS SERVICES (Continued)****7.4 Operator Service****7.4.1 General**

Operator Service is available to business and residential Customers for operator-assisted calls. Access to the Company's Operator can be from either tone-generating and/or rotary-dial telephone instruments and is obtained by dialing one or more of the following dialing methods, depending upon the LEC access arrangements and/or area of origination. When calling from a payphone, hotel, motel, or other transient location, refer to the telephone instrument for dialing instructions.

Customers who are presubscribed to Sprint Long Distance, Inc. as their primary interexchange carrier may dial "00" to reach a Company operator; or dial "0+ the called telephone number (NPA+ NXX-XXXX)" for long distance calling assistance from equal access (FGD) areas.

Casual Caller Customers must dial "101XXXX + 0" to reach a Company operator from Equal Access areas. Direct dialed operator-assisted Casual Caller calls must be dialed as "101XXXX + 0 + NPA + NXX-XXXX". The Casual Caller Per-Call Service Charge as specified in Section 7.1 of this Tariff applies in addition to the applicable Operator Service Call Placement Charge. The operator-assisted Casual Caller call will be rated at the Operator Service usage rates.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****7 Miscellaneous Services (Continued)****7.4 Operator Service (Continued)****7.4.2 Rates and Charges**

The following usage rates will apply to operator handled calls placed within the State of South Carolina. Calls placed by Customers utilizing these services will be charged their respective usage rates plus the applicable Call Placement Charge(s) or Connection Fee.

**A. Call Placement Charges or Connection Fees**

<u>Class Of Service</u>	<u>Call Placement Charge Or Connection Fee</u>	
	<u>Non-Transient</u>	<u>Transient<sup>(1)</sup></u>
(1) Station-to-Station	\$5.50	\$5.50
(a) Station-to-Station LEC	1.75	5.50
(2) Person-to-Person	3.50	9.99
(3) Collect Station-to-Station	5.50	5.50
(4) Collect Person-to-Person	3.50	9.99
(5) Third-Party Billing		
(a) Station-to-Station	5.50	5.50
(b) Person-to-Person	3.50	9.99
(6) LEC Calling Card <sup>(2)</sup>		
(a) Operator Dialed Station-to-Station	5.50	5.50
(b) Customer Dialed Station-to-Station	1.75	1.75
(c) Person-to-Person	3.50	9.99
(7) Problem Assistance	0.00	0.00
(8) Operator-Dialed Surcharge <sup>(3)</sup>	1.15	1.50

<sup>(1)</sup> Includes payphones, hotels, motels, or other transient locations.

<sup>(2)</sup> Sprint Long Distance, Inc. accepts only cards which it can identify as valid. Usage and Call Placement Charges or Connection Fees for LEC Charge Card calls appear on the LEC bill for both Sprint Long Distance, Inc. and non-Sprint Long Distance, Inc. Subscribers.

<sup>(3)</sup> This surcharge applies in addition to all Station-to-Station and Person-to-Person Operator Service charges when the Customer has the ability to dial all the digits necessary for call completion but dials instead "0", "00-", or 101XXXX + "0" to reach the Company's operator to have the operator complete the call. The surcharge will be applied to all Operator Service calls completed by an operator except for 1) calls which cannot be completed by the Customer due to equipment failure or trouble on the Company's network; 2) when a Sprint Long Distance, Inc. FÖNCARD is being used; 3) when a LEC Calling Card is used from a payphone or 4) defaults to an operator for assistance while using a toll free collect service.

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**INTEREXCHANGE TELECOMMUNICATIONS SERVICES TARIFF****7 Miscellaneous Services (Continued)****7.4 Operator Service (Continued)****7.4.2 Rates and Charges (Continued)****A. Call Placement Charges or Connection Fees (Continued)**

<u>Class Of Service</u> (Continued)	<u>Call Placement Charge Or Connection Fee</u>	
	<u>Non-Transient</u>	<u>Transient<sup>(2)</sup></u>
(9) Busy Line Verification <sup>(1)</sup>	\$4.00	\$4.00
(10) Emergency Interruption <sup>(1)</sup>	4.00	4.00

**B. Usage Rates**

<u>Class of Service</u>	<u>Per Minute</u>
- Non-Transient	\$.89
- Transient <sup>(2)</sup>	.55

<sup>(1)</sup> The Busy Line Verification charge applies when the Company provides operator assistance to determine if there is an ongoing conversation at a called station. The Emergency Interruption surcharge applies in addition to the Busy Line Verification charge when the Company provides operator assistance to interrupt an ongoing conversation, regardless of whether the interruption is successful.

<sup>(2)</sup> Includes payphones, hotels, motels, or other transient locations.

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**7. Miscellaneous Services (Continued)****7.5 Payphone Surcharge****7.5.1 General**

Payphone Surcharge will be applied to all completed intrastate long distance calls placed from a public/semi-public payphone when:

- A. An alternate billing method is used for calling card, commercial credit card, collect or third-party calls.
- B. Long distance calls are placed via a designated Sprint toll free number, (e.g. FONCARD, Prepaid Calling Cards).
- C. Directory Assistance calls are made.

The Payphone Surcharge will be applied in addition to all other applicable surcharges, Operator Service Call Placement Charges or usage rates.

The following per-call surcharge will be applied to all completed intrastate calls made from a public/semi-public payphone, as described preceding.

**7.5.2 Rates and Charges**

- |    |                          |        |
|----|--------------------------|--------|
| A. | Dial around compensation | \$0.50 |
| B. | Maintenance fee          | 0.05   |

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**8. Promotional Offerings**

The Company may from time to time engage in special promotional service offerings designed to attract new customers or to increase existing subscribers awareness of a particular tariff offering. These offerings may be limited to certain dates, times, and/or locations. The South Carolina Public Service Commission will be notified by letter of any such promotional offerings.

**8.1 Sprint Business Sense \$0.10/minute Promotion**

Effective October 1, 2005, new Sprint Long Distance, Inc. Business Sense customers may be eligible to receive a discount off of their Dial-1 and Toll Free intrastate per minute rates. In order to receive this promotion, a customer must be a Sprint LTD customer and choose the Sprint Long Distance, Inc. Business Sense long distance plan. Eligible customers will receive a \$0.10 per minute rate for Dial-1 and Toll Free domestic voice calls. The \$0.10 per minute rate will continue to be available until the customer cancels their Sprint Long Distance, Inc. Business Sense long distance service plan or disconnects Sprint LTD service. This promotion will be available for enrollment through December 29, 2005, unless it is sooner changed or canceled by Sprint.

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